

CITY OF MIDDLETOWN
PURCHASING OFFICE ROOM 112
MUNICIPAL BUILDING
245 DEKOVEN DRIVE
MIDDLETOWN, CT 06457



CONTRACT DOCUMENTS

REVISED BID #2013-023

**TREE PLANTINGS AT WESTLAKE DRIVE
PUBLIC WORKS DEPARTMENT**

Middletown, Connecticut

BID OPENING: Friday, October 11, 2013 at 11:00 A.M.

QUESTIONS: Contact the Purchasing Office at (860) 638-4895

**DONNA L. IMME, CPPB
SUPERVISOR OF PURCHASES**

**CARL R. ERLACHER
DIRECTOR OF FINANCE AND REVENUE SERVICES**

The contract documents for the contract entitled:

BID #2013-023 TREE PLANTINGS AT WESTLAKE DRIVE – PUBLIC WORKS DEPARTMENT

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Hereinafter referred to as the **Contract Documents**

INVITATION TO BID

Sealed proposals, addressed to the Supervisor of Purchases, City of Middletown, Room 112, Municipal Building, Middletown, Connecticut, will be received until **Friday, October 11, 2013 at 11:00 A.M.** for the following:

BID #2013-023 TREE PLANTINGS AT WESTLAKE DRIVE

~~The City of Middletown will accept bids from established nurseries those interested in providing tree plantings at various locations. It is a requirement of this contract that trees and plantings must be tagged and approved at the nursery by the Director of Public Works or his/her designee prior to acceptance by the City of Middletown.~~

****The City of Middletown will accept bids from those interested in providing tree plantings at various locations. It is a requirement that the Director of Public Works or his/her designee has the right to reject trees and plantings due to structural characteristics or defects at the time the awarded vendor delivers them at the site prior to planting.**

Bid documents may be obtained at the Purchasing Office, Room 112, Municipal Building, 245 DeKoven Drive, Middletown, CT., Monday - Friday, between the hours of 8:30 a.m. and 4:30 p.m. for a fee of \$.50 per page. **It is preferred that they are downloaded free of charge on the City of Middletown web site: www.MiddletownCT.gov.** All questions concerning this bid should be directed in writing to the Purchasing Department via fax at 860-638-1995 or email at purchase@MiddletownCT.gov.

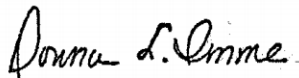
Bids will be publicly opened and read aloud in Room B-19, Municipal Building, Middletown, Connecticut. All bids shall be submitted on the designated forms and in a sealed envelope using the Bid Return Label provided as designated in the Information for Bidders.

The City of Middletown reserves the right to waive any defect or any irregularity in any bid and reserves the right to reject any or all bids or any part thereof. Bids, amendments to bids or withdrawals of bids received after the time set for the bid opening will not be considered.

All bids and proposals are subject to, and must comply with the equal opportunity and non-discriminatory provisions set forth in the Affirmative Action Plan of the City of Middletown.

Dated: **09/25/13**

Middletown, Connecticut



Donna L. Imme, CPPB
Supervisor of Purchases

INFORMATION FOR BIDDERS

1. Date and Place for Opening Proposals - Pursuant to the "Invitation to Bidders", sealed proposals for performing the work will be received by the Purchasing Department at the time and place set forth therein with the award to be made as soon as practicable.

Bids received prior to the date set for receipt will be securely kept sealed. All bids received by the time set for receipt will be opened by the Supervisor of Purchases and read publicly at the exact time set for receipt irrespective of any irregularities therein. Bidders and or their representative and any interested public may be present.

2. Printed Form for Proposals - All proposals must be made upon the blank proposal form as attached hereto; should give unit prices both in words and figures; must be signed and acknowledged by the bidder where indicated on the proposal form; sealed in an envelope using the bid return label provided.

3. Omissions and Discrepancies - Should a bidder find discrepancies or omissions from the Contract Documents or should he doubt their meaning, he should immediately notify the Supervisor of Purchases who may send written instructions to all bidders. **Bidder must type or use black pen at all times.**

4. Acceptance or Rejection of Proposals - The City reserves the right to accept or reject any or all proposals. Without limiting the generality of the foregoing, any proposal which omits a bid on any one or more items on the price sheet may be rejected; any proposal containing modifications or changes to the price sheet may be rejected; any proposal in which unit prices are omitted or in which unit prices are obviously unbalanced may be rejected.

5. Acceptance of Proposals and the Effect - Within sixty (60) calendar days after the opening of the bids, the City will act upon them. The acceptance of a proposal will be either a notice of award, in writing, or an acceptance letter from the Supervisor of Purchases, and no other act shall constitute the acceptance of a proposal. All bid pricing shall be held firm for the minimum of sixty (60) calendar days from the date of opening of bids, unless specified otherwise.

The acceptance of a proposal shall bind the successful bidder to execute the contract within the time and manner as set forth within these contract documents making him responsible and liable for failure to execute as prescribed.

6. Time for Executing Contract and Damages for Failure to Execute - Any bidder whose proposal shall be accepted will be required to appear at the office, where directed to appear in notice of award, in person, or a duly authorized representative of a firm or corporation, to execute the contract within ten (10) days, including Saturdays and Sundays, of the date of mailing of a notice, stating that the

award has been made to him or his firm. Failure or neglect to do so shall constitute a breach of contract for which the City may cancel the notice of award, award the bid to someone else, or rebid the entire project as well as sue for damages.

Damages for such a breach of contract will include but not be limited to the loss of any awarding of work to him and other items whose accurate amount will be difficult or impossible to compute, and all other damages recoverable at law and in equity.

7. Determination of Lowest Responsible Bidder/Award - Except where the Owner exercises the right herein to reject any or all proposals, the contract will be awarded by the owner to the "Lowest Responsible Bidder", as determined under the factors to be considered under section 78-8, as amended, of the Middletown Code of Ordinances.

It is the intent of the city to award one (1) contract in the **aggregate** to the lowest responsible bidder, complying with these specifications, submitting the lowest total cost to provide the services as specified, providing sufficient funding is available to award this contract.

8. Term of Contract and Work Order Time frame - The contractor, if required, shall commence or be available to work at the City's request upon receipt of a pre-approved purchase order which shall serve as authorization to proceed from the City. **The successful bidder shall be available to complete this project by December 15, 2013, weather permitting.**

9. Prices - In the event of discrepancy between the unit prices quoted in the proposal in words and those in figures, the words shall control. The prices are to include furnishing all equipment, labor, materials and incidentals necessary to comply with the City's requirements. For the purpose of this contract the bidder shall provide a cost per tree location to provide tree removal/pruning and stump grinding services. Also requested is an hourly rate at various locations which shall include all materials, labor, equipment, mileage to and from the work site and incidentals required.

10. Interpretations and Addenda - No oral interpretations shall be made to any bidder as to the meaning of any of the Contract Documents or to be effective to modify any of the provisions of the Contract Documents. Every request for an interpretation shall be made in writing, addressed and forwarded to the Supervisor of Purchases, Municipal Building, 245 DeKoven Drive, Middletown, Connecticut, 06457. **Questions may be sent via facsimile to (860) 638-1995 or emailed to purchase@middletownct.gov.**

To receive consideration, such questions shall be submitted in writing by **Thursday, October 3rd 2013 by 3:00pm**. If the question involves the equality or use of products or methods,

it must be accompanied by drawings, specifications or other data in sufficient detail to enable the Supervisor of Purchases to determine the equality or suitability of the product or method. In general, the Supervisor of Purchases will neither approve nor disapprove particular products prior to the opening of the bids; such products will be considered when offered by the Contractor for incorporation into the work.

The Supervisor of Purchases will arrange as Addenda, which shall become a part of the contract, all questions. At least five days prior to the receipt of bids, the Purchasing Supervisor will post a copy of the addenda on the city's web site – www.middletownct.gov.

Non-receipt of said addenda shall not excuse compliance with said addenda. Again, it is the responsibility of each bidder to visit our website to determine whether any addenda have been issued and if so whether he/she has received a copy of each. No alleged "verbal interpretation" shall be held valid. Any addenda issued during the bidding period shall supersede previous information.

11. Insurance - The selected vendor shall be required to provide a Certificate of Insurance as specified in the attachment "Insurance Requirements". The vendor shall be required to provide evidence of such insurance coverage to the Supervisor of Purchases within ten (10) days from receipt of the Notice of Award. Evidence of such insurance coverage and City approval shall be required prior to the execution of the contract document.

12. Indemnification - The successful bidder agrees to indemnify and hold harmless the Owner, its officers, agents, servants and employees against any and all liability, judgments, cost, expenses and other loss, and against all claims or actions including but not limited to those based upon or arising out of damage or injury (including death) to persons or property caused by or sustained in connection with the negligence of the Successful Bidder, its officers, agents, servants and employees in the performance or lack of performance of the services under this contract.

13. Excise and Sales Tax - Purchases made by the City of Middletown are exempt from the payment of Federal Excise and Connecticut Sales taxes. Such taxes must not be included in the bid prices. Exemption certificates will be provided at the vendor's request.

14. Time of Performance Hourly Rates - Any work to be performed pursuant to this contract shall be initiated through a work order to be issued by the Public Works Department. The contractor shall be authorized to commence work as specified in the work order upon receipt of a covering or blanket purchase order. Following the receipt of the approved purchase order or blanket order, the contractor shall provide the service in accordance with the following schedule:

- A. Upon receipt of the work order and corresponding purchase order, work to be performed under that order shall commence.
- B. All work under any issuance of a work order shall be completed within the Time frame set forth in the work order unless an extension is granted in writing by the Tree Warden for justifiable reasons.
- C. Failure to meet such time frame shall constitute default and breach of contract and the Owner may then authorize procurement of such services the most expeditious alternate source available to them.
- D. All excess expenses charged for alternate procurement of defaulted delivery under this contract shall be deducted from monies due the successful bidder on this contract. If no monies are due, then the bidder shall pay to the Owner the difference between the contract price and what the Owner must pay to obtain the item from said alternate source.

15. Termination of Agreement - The City of Middletown reserves the right, if it determines it to be in the best interest of the City of Middletown to do so, to terminate this agreement by giving five (5) days advance written notice to the contractor of such termination in the month in which the termination is to take effect, and in such event, the contractor shall be compensated at the bid prices for **only** those services performed up to the end of that month, at which time this contract shall terminate.

16. Delivery and Payment Terms - Payment discounts for early payment are preferred. All others shall be net thirty (30) days unless specified otherwise. The bidder shall submit itemized invoices to the Director of Public Works or his designee on a monthly basis.

Following his approval the Director of Public Works or his designee shall then forward the invoice to the Finance Department for payment. Payment shall then be made to the contractor no sooner than ten (10) Calendar days from the date the invoice is received by the Finance Department as approved by the Department Director.

17. Quantities - The quantities specified herein are approximate only as determined by the Public Works Department and **are not guaranteed**. They are included to provide the bidder with an estimate of the Cities requirements pursuant to this contract and to provide a uniform basis for the comparison of bids.

The City of Middletown shall reserve the right to increase or decrease the actual quantities required at the time the contract is awarded or at any time thereafter without prejudice toward the bid prices if to do so is in the City's best interest.

18. Excise and Sales Tax - Purchases made by the City of Middletown are exempt from the payment of Federal Excise and Connecticut Sales taxes. Such taxes must not be included in the bid prices. Exemption certificates will be provided at the bidder's request.

19. Firm Pricing - The City of Middletown requires that all bidders maintain bid pricing firm in accordance with the contract term specified here-in.

20. Conditional / Qualified Bids - A conditional or qualified bid will not be accepted.

21. Corrections to Bids - Corrections, erasures or other changes in the bid proposal must be explained or noted over the signature of the bidder.

22. Facsimile Bids - Facsimile bids will not be accepted by the City under any circumstances.

23. Bid Tabulation - A bid tabulation will be posted on the city's website shortly after the bid opening at www.middletownct.gov.

24. Assignment of Antitrust Claims - The contractor or subcontractor offers and agrees to assign to the City of Middletown all right, title and interest in and to all causes of action it may have under Section 4 of the Clayton Act, 15 U.S.C. § 15, as amended, or under Chapter 624 of the General Statutes of Connecticut, as amended, arising out of the purchase of services, property, commodities or intangibles of any kind pursuant to a purchase contract or subcontract made by the City of Middletown. This assignment shall be made and become effective at the time the City of Middletown awards or accepts such contract, without further acknowledgment by the parties.

25. Americans With Disabilities Act - The contractor / service provider, in performing this agreement, will at all times, comply with the provisions of Title II, the nondiscrimination and access requirements, of the Americans with Disabilities Act.

**PURCHASING DEPARTMENT
CITY OF MIDDLETOWN
BID ATTACHMENT**

CHAPTER 78

SECTION 78-8-M BID PREFERENCE FOR LOCAL VENDORS.

1. Definitions: as used in this section, the following terms shall have the meanings indicated:

CITY-BASED BUSINESS- A business with a principal place of business located within the City of Middletown. A business shall not be considered a City-based business unless evidence satisfactory to the purchasing Supervisor has been submitted with each bid submitted by said business to establish that said business has a bona fide principal place of business in Middletown. Such evidence may include evidence of ownership of or a long-term lease of the real estate from which the principal place of business is operated, or payment of property taxes on the personal property of the business to be used in performance of the bid.

PROJECT- All bids, and all quotes solicited for purchases exempted from bidding pursuant to § 78-8, as amended, except requests for proposal and contracts for professional services pursuant to § 78-10, as amended.

2. On any project the lowest responsible bidder shall be determined in the following order:

a. City-based bidders.

(1) On projects the cost of which are one million dollars total contract price or less, any City-based bidder which has submitted a bid not more than 10% higher than the low bid, provided such City-based bidder agrees to accept the award of the bid at the amount of the low bid. If more than one City-based bidder has submitted bids not more than 10% higher than the low bid and has agreed to accept the award of the bid at the amount of the low bid, the lowest responsible bidder shall be that one of such City-based bidders which submitted the lowest bid.

(2) On projects the cost of which are over \$1,000,000 but less than \$ 5,000,000 total contract price, any City-based bidder which has submitted a bid not more than 5% higher than the low bid, provided such City-based bidder agrees to accept the award of the bid at the amount of the low bid. If more than one City-based bidder has submitted bids not more than 5% higher than the low bid and has agreed to accept the award of the bid at the amount, of the low bid, the lowest responsible bidder shall be that one of such City-based bidders which submitted the lowest bid.

(3) On projects the cost of which are over \$5,000,000 total contract price, and City-based bidder which has submitted a

bid not more than 3% higher than the low bid, provided such City-based bidder agrees to accept the award of the bid at the amount of the low bid. If more than one City-based bidder has submitted bids not more than 3% higher than the low bid and has agreed to accept the award of the bid at the amount of the low bid, the lowest responsible bidder shall be that one of such City-based bidders which submitted the lowest bid.

b. The low bidder. (2/8/78, 12/2/02)

CHAPTER 26, CONTRACTS

ARTICLE I--EQUAL OPPORTUNITY IN EMPLOYMENT.

26-1 Contract Provisions Required

Every contract made by or on behalf of the City of Middletown for the construction, lease, alteration or repair of any public building or public work, or for the purchase, manufacture, sale or distribution of materials, equipment or supplies shall contain provisions providing for equal opportunity in employment.

26-2 Enforcement Officer

The Human Relations Director, who is the City's Affirmative Action Officer, shall have the authority to enforce this ordinance.

26-3 Provisions to be Included

A. Every contract for the construction, alteration or repair of any public building or public work shall contain the following provisions approved by the Human Relations Director:

The contractor agrees and warrants that in the performance of this contract he will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex (including pregnancy), transgender status, gender identity or expression, intellectual disability or physical disability, including, but not limited to, blindness, unless it is shown by such contractor that such disability prevents performance of the work involved, political belief, Vietnam Era Veteran status, union membership, genetic history, criminal record (unless the provisions of Section 46a-60, 46a-80(b) or 46a-81 of the Connecticut General Statutes are controlling or there is a bona fide occupational qualification excluding persons in one of

the protected groups) present or past history of mental or physical disability, or sexual orientation in any manner prohibited by the laws of the United States or of the State of Connecticut or the City of Middletown. The contractor also agrees to provide the Affirmative Action Officer of the City of Middletown with such information that may be requested concerning the employment practices and procedures of the contractor as related to the provisions of this section.

B. The aforesaid provision shall include, but not be limited to, the following: advertising, recruitment, layoff, termination, rates of pay or other forms of compensation, conditions or privileges of employment selection for apprenticeship, selection or retention of subcontractors, or in the procurement of materials, equipment or services.

26.4 Notices to be posted on project site.

The contractor shall hereinafter post on the project site, in conspicuous places available for employees and applicants for employment, notices setting forth its non-discrimination requirements.

26.5 Subcontractors and Suppliers

In all pre-contractual contracts between contractor and any subcontractor or supplier either for work to be performed under a subcontract or for the procurement of materials, equipment or services, each subcontractor or supplier shall be notified in writing by the contractor of the contractor's obligations under this contract relative to non-discrimination and each subcontractor or supplier, by his contracting agent, shall agree to and be bound by the terms of this Contract.

26.6 Effect on other laws

Nothing contained herein is intended to relieve any contractor from compliance with all applicable federal, state and municipal legislation or provision concerning equal employment opportunity, affirmative action, non-discrimination and related subjects during the term of its contract on this project.

(4/7/80; 3/8/93, 11/1/02, 2/3/03)

ARTICLE III ADEQUATE DELIVERY OF SERVICE

26-11 Provisions to be incorporated

All service contracts entered into for the benefit of the citizens of Middletown between the City of Middletown and contractors shall incorporate the following provisions:

- A. A description of the services provided under the contract.
- B. The name, address, and proof of agreement between a second agency which could step in at a moment's notice should the contracting agency not be able to fulfill its designated service.
- C. The contracted agency will be held responsible both financially and administratively with respect to the provision of backup services in the event the agency could not fulfill its contract obligations for Middletown citizens in accordance with the contract with the City.
- D. A twenty-day advance notification period is required of each agency to inform the City of an expected interruption of services per its contracts. (11/1/02)

CITY OF MIDDLETOWN
PURCHASING DEPARTMENT
BID ATTACHMENT

AFFIDAVIT OF LOCAL VENDOR

I, _____ being duly sworn,
Vendor Name

make affidavit and say that I own and operate

Business Name and Address

which is the bona fide principal place of business for

_____.
Business Name

Evidence of ownership and principal place of business is attached to this affidavit and may include:

(Check the one which applies.)

- _____ 1. Copy of canceled check for payment of personal property taxes on the business to be utilized in performance of the Bid.
- _____ 2. Copy of long term lease of the real estate from which the principal place of business is operated.

Vendor Name

STATE OF CONNECTICUT:

ss. Middletown, CT

COUNTY OF MIDDLESEX:

Personally appeared, _____,
Vendor Name

owner of _____, signer and sealer
Business Name

of the foregoing instrument and acknowledged the truth of the foregoing, before me.

Notary Public:

My Commission Expires

CONTRACTOR HAZARD COMMUNICATION

Prior to the commencement of work, the contractor shall provide the City of Middletown with the following:

- A list of the specific chemicals and other hazardous materials (dust, fumes, gases, etc.) that may generated at the specific work site;
- The Material Safety Data Sheet (MSDS) that accompany the specified chemicals;
- The control measures to be implemented to ensure proper safety.

Contractors and sub contractors must not bring any substances, which may be considered hazardous without prior consent of the City of Middletown. Contractors and subcontractors will not use or dispose of in any manner substances, which may be considered hazardous within the facility without prior written consent of the City. The City will consider the following factors in the determination to allow the use of any hazardous substance by contractors and subcontractors:

- Relative hazards of its use;
- Availability of substitutes;
- Disposal of substances; and
- The potential for employee exposure.

Any equipment used by the contractor and subcontractor in areas where flammable materials are stored or processed must be explosion proof. Questions concerning chemicals or equipment that may be hazardous should be addressed to the department head or designee. **The contractor shall be responsible for ensuring the compliance of all subcontractors with the above requirements.**

The City of Middletown will provide the contractors and contractor personnel with appropriate information and training. Information and training will include the following:

- Potential chemical and physical hazards for the area in the contract operations are being conducted;
- Location and availability of Material Safety Data Sheets;
- Detection of the presence of hazardous materials;
- Facility precautions and safety procedures;

- Emergency information concerning location of emergency/first aid equipment;
- Hazardous chemical labeling system.

Contractor personnel must sign the accompanying statement that verifies that they have received and understand the information presented.

**CITY OF MIDDLETOWN
CONTRACTOR EMPLOYEE INFORMATION AND
TRAINING VERIFICATION FORM**

Part 1

This is to verify that I have provided training information to employees and all subcontractors' employees as required by OSHA's Hazard Communication Standard. Training has included:

1. Information about the physical and health hazards of chemicals in the designated work area.
2. The location and availability of the Material Safety Data Sheets for hazardous chemicals in the designated work area.
3. Detection of the presence of hazardous materials in the designated work area.
4. Precautions and safety procedures which must be followed in the designated work area.
5. Emergency procedures in the event of accident exposures to hazardous materials, including emergency phone numbers and the location of safety requirement.
6. Hazardous chemical labeling systems in use in the designated work area.
7. The appropriate locations and directions to where employee may eat, drink, smoke, and use sanitary facilities.

**CITY OF MIDDLETOWN
CONTRACTOR EMPLOYEE INFORMATION AND
TRAINING VERIFICATION FORM**

Part 2

1. The following substances are the complete list of hazardous substances, approved by the City, which may be brought onto the facility to complete the work contracted:

I understand that my company and subcontractors not bring onto this facility any other substances considered hazardous without the prior consent of the City.

2. The following substances and disposal methods have been approved by the City:
3. I understand that my company or subcontractors may not dispose of by sewer, by garbage dumpster, by burning, or any other disposal method in the designated work area, any other substances which may be considered hazardous.

4. I have been given the locations in which contract operations will take place to my employees and subcontractors and that they understand how to evacuate safely from these areas in the event of any emergency.
5. Company employees and subcontractor's employees have been given an opportunity to ask questions about the Hazard Communication Standard and to have those questions answered.

I have read and understood the above statements and that my company has complied fully.

Contractor Name: _____

Contractor Representative: _____
Name - Title

Signature: _____ Date _____

**BID #2013-023
TREE PLANTINGS AT WESTLAKE DRIVE
PUBLIC WORKS DEPARTMENT**

<u>GENERAL SPECIFICATIONS</u>

~~The City of Middletown will accept bids from established nurseries those interested in providing tree plantings at Westlake Drive. It is a requirement of this contract that trees and plantings must be tagged and approved at the nursery by the Director of Public Works or his/her designee prior to acceptance by the City of Middletown.~~

****The City of Middletown will accept bids from those interested in providing tree plantings at various locations. It is a requirement that the Director of Public Works or his/her designee has the right to reject trees and plantings due to structural characteristics or defects at the time the awarded vendor delivers them at the site prior to planting.**

Bidders are requested to provide unit prices to provide all labor, equipment, materials and incidentals necessary to plant multiple tree species located at Westlake Drive. Bidders are advised that it is the intent of the City to establish a contract for these services with **fixed unit pricing** for the duration of the project.

Bidders are advised that this contract has been divided into the following two (2) parts:

UNIT PRICE: The City requests that bidders provide a unit price per each unit for various species of trees. The unit price shall be indicated on the proposal form and shall include all materials, equipment, labor, and incidentals required to plant the trees as specified

SQUARE YARD PRICE: For placing of wood chips around trees. The square yard price shall be indicated on the proposal form and shall include all equipment, labor, and incidentals required to spread wood chips **provided by the City.**

Bidders are advised that it is the intent of the City to award one (1) contract in the aggregate to the lowest responsible bidder(s), complying with these specifications, submitting the lowest aggregate unit price total.

Tree planting services shall be completed in compliance with the specifications and tree planting detail sketches incorporated herein.

SPECIFICATIONS

I. LANDSCAPING - GENERAL DESCRIPTION

Work Included

Planting required for this work is indicated on the detailed drawing; and, in general, includes all labor, material and equipment for planting. Vegetation in other areas is to remain undisturbed. Related work described elsewhere: Excavating, filling, and grading.

Qualifications of workmen

Provide at least one person who shall be present at all times during execution of this portion of the work, who shall be thoroughly familiar with the type of materials being installed and the property materials and methods for their installation, and who shall direct all work performed under this section.

Standards

All plants and planting material shall meet or exceed the specifications of Federal, State and local laws requiring inspection for plant disease and insect control.

Quality and size shall conform with the current edition of "Horticultural Standards" for number one grade nursery stock as adopted by the American Association of Nurserymen.

All plants shall be true to name. One of each bundle or lot shall be tagged with the name and size of the plants in accordance with the standards of practice of the American Association of Nurserymen. In all cases, botanical names shall take precedence over common names.

II. SUBMITTALS

General

Comply with all provisions for submittal contained within these

Material lists

Submit a complete list of all materials proposed to be furnished and installed under this Section, demonstrating complete conformance with the requirements specified. This shall in no way be construed as permitting substitutions except as may be approved by the City Forester, or other designated agent of the City of Middletown ("City Forester/Agent") prior to delivery of materials.

Product Handling-Delivery and Storage

Deliver all items to the job site in their original containers with all labels intact and legible at time of City Forester/Agent's inspection.

Immediately remove from the site all plants, which are not true to name, and all materials, which do not comply with the specified requirements.

Use all means necessary to protect plant materials before, during and after installation and to protect the work and materials of all other trades.

Replacements

In the event of damage, immediately make all repairs and replacements necessary to the approval of the City Forester/Agent and at no additional cost to the Owner.

III. PRODUCTS

Plant Material

Trees to be planted as street trees should have a minimum of 4.5 feet of clear stem before branching begins. To the extent possible, plant materials shall be Connecticut nursery grown and shall conform to the current standards of the American Nurserymen's Association, with well-developed fibrous root systems free of all pests and diseases. Contractor shall supply species, size, and quantity shown on drawings regarding plant shape, form, density, height-to-width ratio, etc. shall be adhered to. All plant material shall be grown for at least two growing seasons in a location with climatic conditions similar to the project area.

All plant materials will be inspected and approved by the City Forester/Agent prior to planting. Plant materials shall comply with State and Federal laws regulating inspection for diseases and infestations. Approval of plants at the source does not alter the right of rejection at the project site.

Prepared Backfill

Prepared backfill shall consist of a homogeneous mixture of topsoil, peat moss, and original soil, in the following ratio by volume:

1 part original soil, 1 part topsoil, 1 part peat moss, (For trees, add to this mixture, 5 lbs. of 10-6-4 fertilizer per cubic yard.)

Topsoil

Topsoil shall be furnished from off-site sources and shall be natural, fertile, friable, characteristic of soils in the vicinity, without admixture of subsoil, clean and free of clay lumps, stones, stumps, roots, debris, and toxic substances; obtained from well-drained source.

Topsoil shall be subject to approval at its source and after delivery, by City Forester/Agent, and may be rejected on or after delivery. Submit representative topsoil samples for chemical and mechanical analyses and add soil amendments as recommended by laboratory. The desired pH range shall be 6.0 to 6.5.

Fertilizer

Provide commercial balanced fertilizer, delivered to the site in bags labeled with the manufacturer's guaranteed analysis. If stored at the site, protect fertilizer from the elements at all times. Ratio of nutrients shall be 10-6-4 for trees, and 10-10-10 for shrubs and ground cover, with 50% of the nitrogen in slow release form.

Soil Amendment

Provide Peat Moss, brown, pH4-5, low in woody material content, free from mineral matter harmful to plant life; water absorbing capacity 1100-2000%; moisture content 30%; natural shredded, or granulated.

Provide a synthetic Polymer Water Absorbent Soil Amendment (i.e. Liqua-Gel {tm}), Supersorb {tm}, Hydrosoil {tm}, etc.) to be used when planting balled and burlapped trees and shrubs.

Water

Water shall be suitable for drinking and free from substances harmful to plant life. The contractor shall, at his expense, make all arrangements to furnish necessary water.

Lime

Ground dolomite agricultural limestone shall contain not less than 85% total carbonates with not less than 95% passing a 100-mesh screen. Deliver in unopened containers bearing the manufacturer's guaranteed statement of analysis.

Mulch

~~Provide uniform, sound wood chips one half (1/2") inch to two (2") inches in size, without an excessive amount of rotted material, bark, or twigs.~~ Mulch to be provided by the City of Middletown.

Wire

Wire shall be pliable #14 gauge galvanized annealed steel wire, unless otherwise specified.

Other Materials

All other materials, not specifically described herein but required for a complete and proper installation, shall be as selected and furnished by the contractor at his expense subject to the approval of the City Forester/Agent.

IV. EXECUTION

Before Work Begins

Examine the areas and conditions under which work of this section will be performed. Correct conditions detrimental to the proper and timely completion of the work. Do not proceed until unsatisfactory conditions have been corrected to the satisfaction of the City Forester/Agent.

Prior to any excavation, the contractor must "Call Before You Dig" to have all utilities marked

out. Planting locations may need to be adjusted to avoid utility conflicts.

V. PLANTING TREES

General

Any damage caused by planting operations shall be promptly repaired at the contractor's expense as directed by the City Forester/Agent. All plants shall be dug and handled with care and skill to prevent injuries to trunk, branches, and roots and shall be moved in an approved manner to insure arrival at the project site in good condition. Balled and burlapped stock shall be moved with a compact natural ball of earth so firmly wrapped in burlap that upon delivery the soil of the ball is still firm and compact about the roots. The ball should be securely bound. Protect plants at all times from sun or drying winds before planting. Plants that cannot be planted immediately upon delivery shall be kept shaded, well protected with soil, wet moss or other acceptable material, and well watered. Plants shall not remain unplanted for longer than three days after delivery. No planting is to be done when the ground is wet or frozen.

Layout

All trees shall be located as designated on the attached plan. Where belowground obstructions are encountered, tree locations shall be altered by the City Forester.

Excavation

At all holes more than twelve (12") inches deep, probe by hand to determine if digging will hit any in-place utilities.

Planting locations shall be excavated to the following minimums:

Trees: Width shall be three times the width of the root ball and deep enough to allow 1/8 of the height of the root ball to remain above existing grade. The perimeter of the bottom of the hole shall be deeper than the center (See diagram). This provides a solid plateau of undisturbed soil for the root ball to rest upon and prevents later settling. Where designated by the City Forester, root balls may be set slightly higher if drainage is poor. If mechanically dug, the sides of the hole shall not be excessively smooth so as to hinder root penetration.

Excess material shall be removed from site.

Planting Operation

- All trees shall be placed at such a level so that the natural root crown flare shall be visible at, or slightly above, original grade. Failure to set trees to this standard will cause the City Forester to deny initial post-planting approval.
- Broadcast one half of the Polymer Absorbent Amendment throughout the planting hole at a mixture rate of 3 oz. per tree (in dry form). Mix the remaining two inches (2") with the backfill mixture.

- Backfill two-thirds of hole with prepared backfill mixture.
- Removal of Twine Etc.: All wire, wire baskets, twine and other binding materials shall be cut and removed from the root ball in the manner specified by the City Forester. No synthetic burlap of any sort may be left in the hole. If natural burlap is used, a single layer may be left in the planting hole only if it is entirely removed from the stem and is cut away down to six (6") inches below final grade. If post-planting inspection reveals that the above requirements have not been adhered to, the City Forester may require the contractor to replace the affected tree(s) immediately.
- Fill planting pit with water.
- After water drains away, complete backfilling, compacting carefully.
- Form an earth saucer around the base of the plant for water collection.

Within two days of planting, mulch individual plants and beds with three-inch (3") depth of wood chips as specified. Cut clean edges in adjacent turf before mulching, using straight lines and smooth curves.

VI. INSPECTION AND ACCEPTANCE

General

All materials and workmanship will be subject to inspection and examination by the City Forester/Agent at any and all times, and he shall have the right to reject defective material and workmanship or require its correction at the expense of the contractor.

- Normal inspection will be after completion of all planting work, at the request of the contractor.
- The condition of plants as noted by the City Forester/Agent will determine whether planting is acceptable; upon acceptance, the one-year maintenance and guarantee period will commence.
- Periodic Maintenance Inspection will be conducted for one year following acceptance by City Forester/Agent.
- Final Acceptance will be at the conclusion of the maintenance and guarantee period of Owner's City Forester/Agent at contractor's request. Maintenance and protection will be assumed by Owner upon final acceptance.

Formal Inspections

In addition to normal progress inspections, schedule and conduct the following formal

inspections, giving the City Forester/Agent at least 24 hours prior notice of readiness for inspection.

- Inspection of plants in containers prior to planting.
- Inspection of plant locations, to clarify compliance with the drawings.
- Final inspection after completion of planting. Schedule this inspection sufficiently in advance, and in cooperation with the City Forester/Agent, so that final inspection may be conducted within 24 hours after completion of planting.
- Final inspection at the end of the maintenance period provided all previous deficiencies have been corrected.

Maintenance and Guarantee Period

Shall begin upon completion of planting. Trees shall be watered, cultivated, pruned, weeded and sprayed as required for proper maintenance until final acceptance at conclusion of maintenance and guarantee period.

Dead or declining plant material shall be removed immediately and replaced as soon as possible. Replacement plants shall be maintained and guaranteed for one (1) year from time of replacement.

All plant material required under this contract, deemed by the City Forester/Agent to be unsightly, unhealthy, or excessively pruned, during and at the end of the Guarantee Period, shall be replaced or added at the expense of the contractor as soon as conditions permit.

Work Included

Include all watering, weeding, cultivating, spraying and pruning necessary to keep the plant materials in a healthy growing condition, and to keep planted areas neat and attractive during the maintenance period.

Provide all equipment and means for proper application of water to those planted areas not equipped with an irrigation system.

Protect all planted areas against damage, including erosion and trespassing, by providing and maintaining proper safeguards.

Replacements

At the end of the maintenance period, all plant material shall be in a healthy growing condition.

During the maintenance period, should the appearance of any plant indicate weakness and probability of dying, immediately replace that plant with a new and healthy plant of the same type and size, without additional cost to the Owner.

Replacements required because of vandalism are not part of the contract.

Extension of Maintenance Period

Continue the maintenance period at no additional cost to the City until all previously noted deficiencies have been corrected, at which time the final inspection will be made.

Guarantee

At the expiration of the guarantee period, an inspection of the project will be made and only those materials that are alive and normally healthy will be accepted. Rejected material shall be replaced by the contractor at his expense as soon as conditions are suitable for planting. Materials and methods of replacement planting shall be the same as specified for the original planting.

BID #2013-023
TREE PLANTINGS AT WESTLAKE DRIVE
PUBLIC WORKS DEPARTMENT

GENERAL CONDITIONS

Article 1. Contractor's Claim for Damage:

If the contractor claims compensation for any damage alleged to have been sustained by reason of any negligent act or omission of the owner or any of his agents, he shall within one week after the sustaining of such damage, submit a written statement to the City of Middletown of the nature of the damage sustained, file with the City of Middletown an itemized statement of the details and amounts of such damage; and unless such statement shall be made as required his claim for compensation shall be forfeited and invalid, and he shall not be entitled to payment on account of any such damage. Even if properly presented, the City may reject any claim not considered valid.

Article 2. Conditions Under Which the Owner May Complete:

If the work to be done under this contract shall be abandoned, or if this contract, or any part thereof, shall be sublet without the previous written consent of the City of Middletown, or if the contract or any claim thereunder shall be assigned by the contractor otherwise than as herein specified, or if at any time the City of Middletown shall be of the opinion that the conditions herein specified as to the rate of progress are not fulfilled, or that the work or any part thereof is unnecessarily or unreasonably delayed, or that the contractor has violated any of the provisions of this contract or that the work is not being done in an acceptable workmanlike manner as determined by the City of Middletown, the City of Middletown may notify the contractor to discontinue all work or such part thereof as the owner may designate; and thereupon, by contract or otherwise, as they may determine, complete the work or such part thereof, and charge the expense thereof to the contractor, and may take possession of and use, or cause to be used, in the completion of the work, any of such materials, machinery, implements, and tools or every description as may be found upon the line of said work.

The City of Middletown may, instead of notifying the contractor to discontinue all work or such part thereof, notify him, from time to time, to increase the force employed on the whole or any part of the work, stating the amount of such increase required, and unless he shall, within ten days after such notice, increase his force to the extent required therein, and maintain such increased force from day to day until the completion of the work or such part thereof, or until the conditions as to the rate of progress may employ and direct the labors of such additional force as may, in the opinion of the City of Middletown be necessary to insure the completion of the work or such part thereof to the contractor. Neither the notice from the City of Middletown to the contractor to increase his force nor the employment of additional force by the City of Middletown, shall be held to prevent a subsequent notice of the City of Middletown

to him to discontinue work under the provisions of the proceeding portion of the Article.

Article 3. Payments:

The contractor shall each month submit, in writing, a statement of the amount of work performed during that period to the Department of Finance for payment. At the option of the City payments may be made more frequently. All prior payments are subject to corrections, and adjustments made for such corrections may be done within the current payment period.

Article 4. Last Payment to Terminate Liability to the Owner.

Neither the City nor any of its agents shall be liable for or be held responsible to pay any monies, except those as provided within the contract documents. Acceptance by the contractor of any payment shall release the City or its agents from any and all claims and liabilities of the contractor for any act or neglect of the City or its agents relating to or affecting the work during that period covering the payment.

Article 5. The Contract Sum:

The contract sum specified in the contract documents under the applicable items includes all state and local sales, use occupations cross receipts and other similar taxes and license fees, all of which are to be paid by the contractor. Said contract sum also includes, and the contractor shall pay, the contributions measured by wages of his employees and wages of any subcontractor's employees, required by the Social Security Act and the Public Laws of the State in which the work is done and shall accept exclusive liability for said contributions. The contractor further shall indemnify and hold harmless the City, its officers, agents, servants and employees on account of any contributions measured by the wages as aforesaid of employees of the contractor and his subcontractor assessed against the City under authority of said Act and Public Laws of the State.

Article 6. Presidential Executive Order 11246:

This contract is subject to the provisions of Presidential Executive Order 11246 of President Lyndon B. Johnson promulgated September 24, 1965 as amended by Presidential Executive Order 11375 of President Lyndon B. Johnson promulgated October 13, 1967, which is incorporated by reference within the Affirmative Action Plan of the City of Middletown adopted by the Common Council on January 5, 1976; and, as such, this contract may be canceled, terminated or suspended by the Mayor of the City of Middletown for violation of or noncompliance with said Executive Order 11246, or any municipal, state, or federal law concerning nondiscrimination. The parties to this contract, as part of the consideration hereof, agree that the Presidential Executive Order 11246 is incorporated herein by reference and made a part hereof. The parties agree to abide by said Executive Order and agree that the Mayor of the City of Middletown or the Mayor's designee, shall have continuing jurisdiction in

respect to contract performance in regard to nondiscrimination until the contract is completed or terminated prior to completion.

Article 7. Changes in the work:

No changes in the work covered by the approved Contract Documents shall be made without having prior written approval of the Owner, by a work order.

Article 8. State of Connecticut General Statutes Section 31-286a As Amended Form:

All contractors are required to confirm to the requirements of Connecticut General Statutes Section 31-286a, as amended, concerning Workers Compensation Insurance for Contractors on Public Works projects.

**BID #2013-023
TREE PLANTINGS AT WESTLAKE DRIVE
PUBLIC WORKS DEPARTMENT**

BID PROPOSAL PAGE

Issue Date: **9/25/2013** Reply Date **Friday, October 11 at 11:00 A.M.**

To: Purchasing Supervisor
City of Middletown
Room 112, Municipal Building
Middletown, CT 06457

We the undersigned have examined the contract documents inclusive of the Information to Bidders, Specifications, General Conditions and related contract documents and propose and agree to contract with the City of Middletown, in the form of an agreement, to provide tree planting services as described herein at the following costs per unit.

BIDS MUST BE SIGNED BY BIDDER TO BE ACCEPTED

Company Name

Signature and Title

ESTIMATE OF QUANTITIES

#	QTY	Unit of Measure	DESCRIPTION	UNIT PRICE	EXTENSION
1	19	EACH	QUERCUS COCCINEA	\$ _____	\$ _____
2	20	EACH	TILIA CORDATA	\$ _____	\$ _____
3	15	EACH	LIRIODENDRON TULIPIFERA	\$ _____	\$ _____
4	15	EACH	CORNUS FLORIDA	\$ _____	\$ _____
5	15	EACH.	CERCIS CANADENSIS	\$ _____	\$ _____
6	15	EACH	GINKGO BILOBA	\$ _____	\$ _____
7	24	EACH	VIBURNUM PLICATUM	\$ _____	\$ _____
8	4,500	S.Y.	WOOD CHIPS	\$ _____	\$ _____

The bidder shall, at his own expense, in strict conformity to the Contract Documents, furnish the specified tree plantings at Westlake Drive inclusive of delivery, installation, transportation charges and in accordance within the specifications included in the bid document.

TOTAL BID - ITEMS #1 – 8 INCLUSIVE:

(\$ _____)

Written Figures

We acknowledge receipt of the following addendum:

ADDENDUM # 1 DATED: _____

ADDENDUM # 2 DATED: _____

PLEASE NOTE: All of the information below is REQUIRED. Please do not leave any information blank. Thank you.

Date: _____

Corporation Name (if applicable)

Company Name

Mailing Address:

Payment Address (If different from mailing addr.):

Address

Address

City, State and Zip

City, State and Zip

FEIN NUMBER: _____ -- _____

Type of Organization:
(Please Check One)

____ **Individual / Sole Proprietor**
____ **Limited Liability Company**
____ **Corporation**

Contact Information

Contact Name: _____ **Title:** _____

Additional Contact: _____ **Title:** _____

Phone Number: _____ **Fax:** _____

Email Address: _____

Website: _____

SIGN HERE: I hereby certify that the above information is correct.

Print or Type Name & Title

Signature

Date

WITH EACH PROPOSAL, THE BIDDER SHALL SUBMIT A SIGNED NON-COLLUSIVE STATEMENT ON THE FORM ENCLOSED HERE-IN (PAGE 28)

CITY OF MIDDLETOWN CONNECTICUT

NON-COLLUSIVE BID STATEMENT

All bidders are required to sign a Non-Collusive Statement with all public bids as follows:

- I. The bid has been arrived at by the bidder, independently and has been submitted without collusion with, and without any agreement, understanding, or planned common course of action with any other bidder of materials, supplies, equipment, or services described in the Invitation to Bid, designed to limit independent bidding or competition; and
2. The contents of the bid have not been communicated by the bidder or its employees or agents to any person not an employee or agent of the bidder or its surety on any bond furnished with the bid, and will not be communicated to any person prior to the official opening of the bid.

Date: _____

Signed

Company

Address

Telephone Number: (____) _____

Bid #2013-023
Tree Plantings in Westlake Drive
Public Works Department

A. GENERAL REQUIREMENTS:

The **BIDDER** shall be responsible for maintaining insurance coverage in force for the life of this contract of the kinds and adequate amounts to secure all of the **BIDDER'S** obligations under this contract with an insurance company(ies) with an AM Best Rating of A- VIII or better licensed to write such insurance in the State of Connecticut.

The insurer shall provide the City of Middletown with original completed **Certificates of Insurance signed by an authorized representative of the insurance company(ies)** prior to purchase order/contract issuance. The **BIDDER** also agrees to provide replacement and/or renewal certificates at least thirty (30) days prior to the expiration of each policy.

Such insurance or renewals or replacements thereof shall remain in force during the **BIDDER'S** responsibility under this contract.

The **BIDDER**, at their own cost and expense, shall procure and maintain all insurances required and shall name the City of Middletown as Additional Insured on all contracts, except Workers' Compensation and Professional Errors & Omissions coverage. Coverage is to be provided on a primary, noncontributory basis. Upon request, the **BIDDER** shall provide a copy of the policy endorsement confirming the additional insured status of all parties required to be named in accordance with the terms of this contract.

In order to facilitate this requirement for insurance, it is recommended that the BIDDER forward a copy of these requirements to their insurance representative(s).

B. SPECIFIC REQUIREMENTS:

(1) Workers' Compensation Insurance -

The **BIDDER** shall provide Statutory Workers' Compensation Insurance, including Employer's Liability with limits of:

\$100,000 Each Accident
\$500,000 Disease, Policy Limit
\$100,000 Disease, Each Employee

If the **BIDDER** does not have any employees and therefore is not required by law to carry this coverage, the City, in lieu of said coverage, will require the **BIDDER** to execute the City's Indemnification & Subrogation Agreement Form made available by the City's Risk Manager.

(2) Commercial General Liability Insurance -

The **BIDDER** shall carry Commercial General Liability insurance (Insurance Services Offices Incorporated Form CG-0001 or equivalent). A per occurrence limit of \$1,000,000 is required. The Aggregate Limit will be not less than \$1,000,000. Any deviations from the standard unendorsed form will be noted on the Certificate of Insurance.

(3) Business Automobile Liability Insurance -

The **BIDDER** shall carry Business Automobile Liability insurance (Insurance Services Office Incorporated Form CA-00001 or equivalent). A combined single limit each accident of \$1,000,000 is required. "Any Auto" (symbol 1 or equivalent) is required. Any deviations from the standard unendorsed form will be noted on the Certificate of Insurance.

C. SUBCONTRACTOR REQUIREMENTS:

The **BIDDER** shall require the same insurance that it is required to carry by the City of Middletown to be carried by any subcontractors and independent contractors hired by the **BIDDER** and to obtain **Certificates of Insurance** before subcontractors and independent contractors are permitted to begin work.

The **BIDDER** shall require that the City of Middletown be named as Additional Insured on all subcontractors and independent contractors insurance before permitted to begin work. Coverage is to be provided on a primary, noncontributory basis.

The **BIDDER** and all subcontractors and independent contractors and their insurers shall waive all rights of subrogation against the City of Middletown and its officers, agents, servants and employees for losses arising from work performed by each on this contract.

D. OTHER

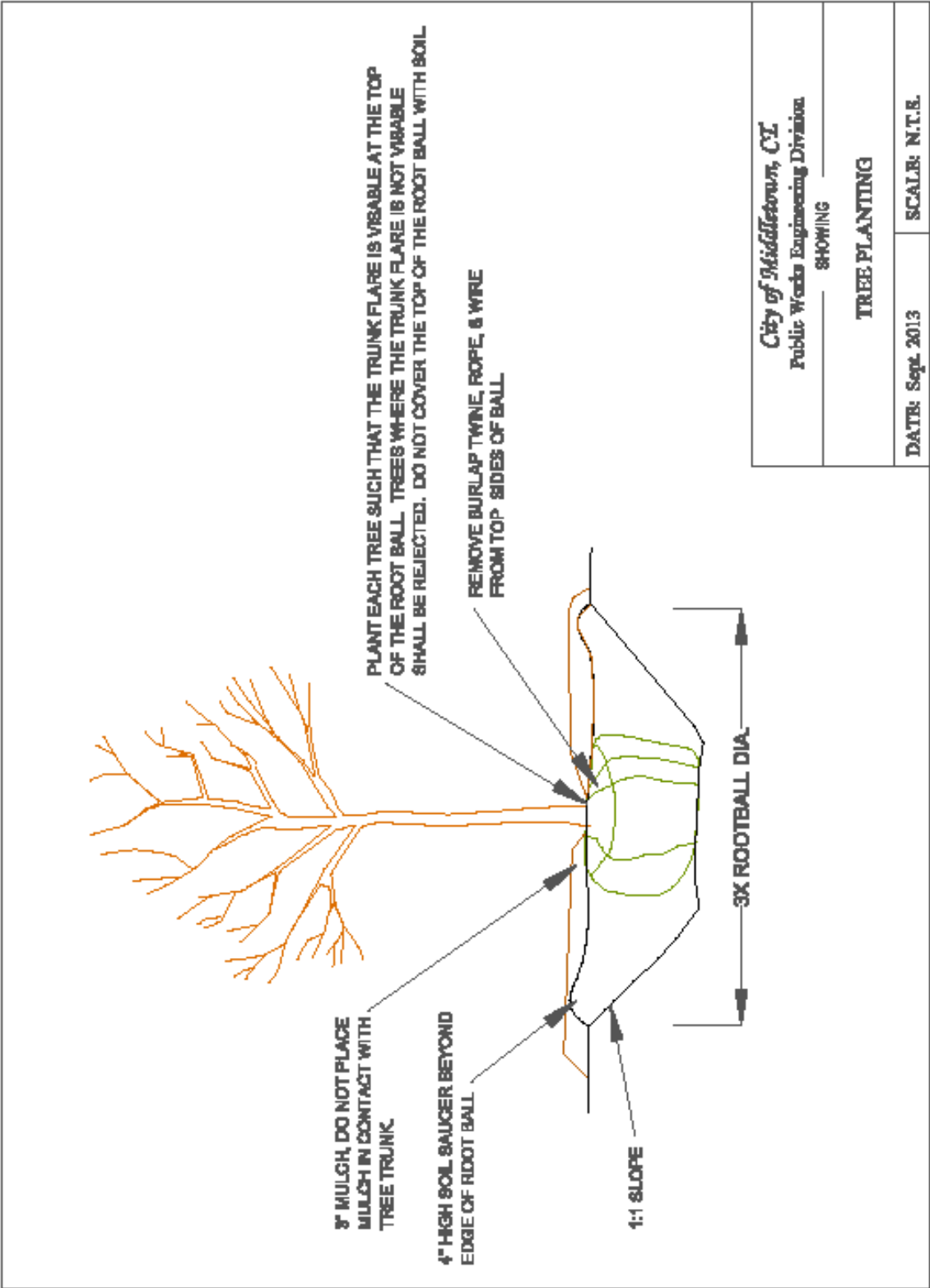
- If any policy is written on a "claims-made" basis, the policy must be continually renewed for a minimum of two (2) years from the completion date of the work/service performed under this contract. If the policy is replaced and/or the retroactive date is changed, then the expiring policy must be endorsed to extend the reporting period for claims for the policy in effect during the contract for two (2) years from the completion date.
- The City reserves the right to amend amounts of coverage required and types of coverage provided based on work or service to be performed.

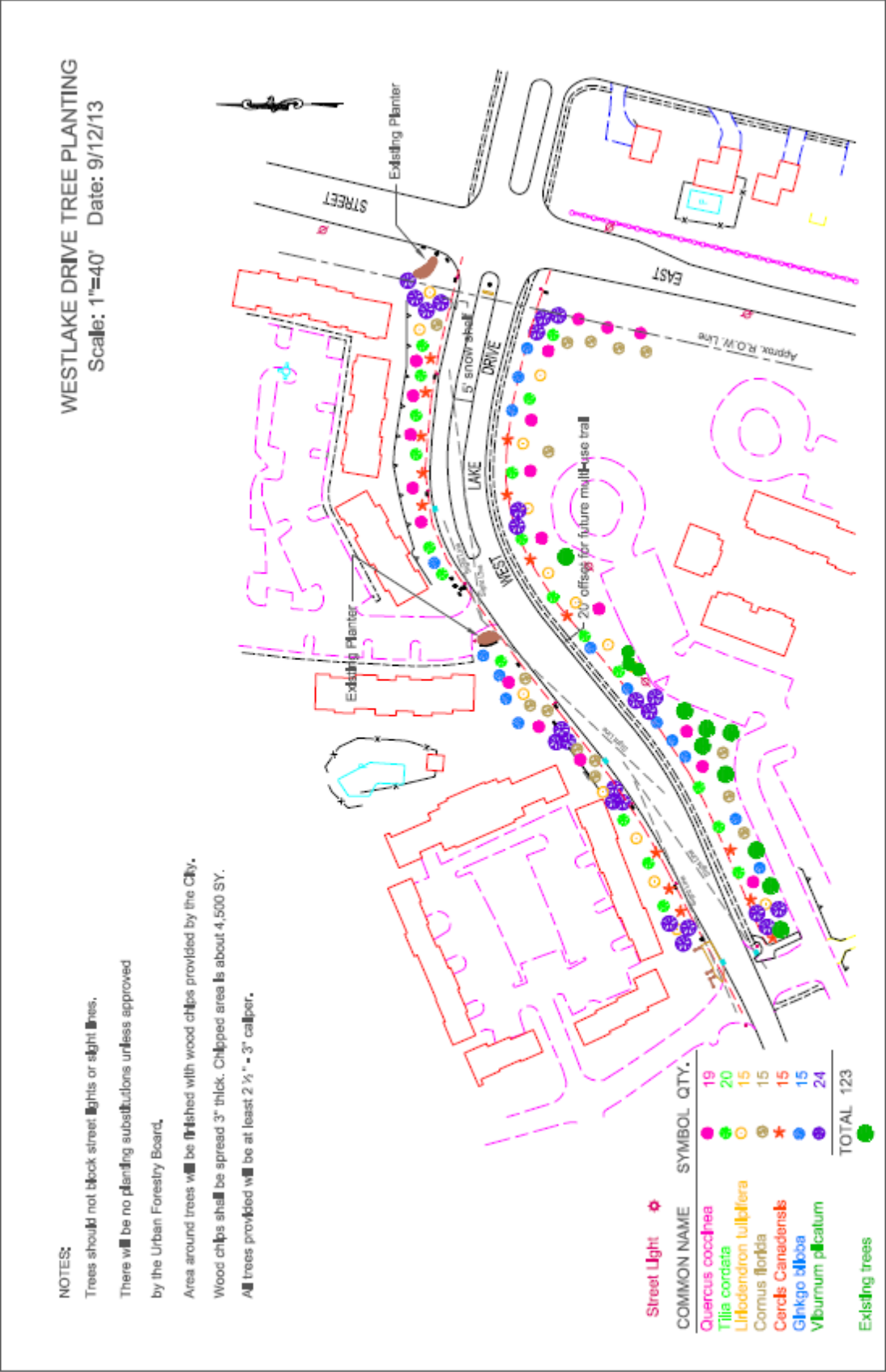
INSURANCE LANGUAGE APPROVED AS TO FORM:

DAWN M. WARNER
RISK MANAGER

September 4, 2013
DATE

EXHIBIT B – TREE PLANTING SKETCH





Bid Return Label

Always use Mailing Label below on all packages when submitting bids to the City of Middletown Purchasing Office for clear identification of your bid response.

Official Bid Documents Enclosed:

Bid # 2013-023 Tree Plantings in Westlake-Public Works.

Return Date: Friday, October 11, 2013 at 11:00 am

**City of Middletown Purchasing Department
Municipal Building Room 112
245 DeKoven Drive
Middletown, CT 06457**

